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Attorneys for Receiver
ROBB EVANS & ASSOCIATES LLC

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

UNITED STATES OF AMERICA,

Plaintiff,

v.

HOWARD J. AWAND and LINDA
AWAND,

Defendants.

CASE NO. 2:08-CR-108-KJD-LRL

**ORDER
AUTHORIZING RECEIVER TO SELL
FREE AND CLEAR OF LIENS THE REAL
AND PERSONAL PROPERTY LOCATED
AT 94 TABER HILL ROAD, STOWE,
VERMONT BY PRIVATE SALE AND
FOR RELATED ORDERS**

Date: March 22, 2011
Time: 9:00 a.m.
Place: Courtroom 6D

The matter of the Motion for Order Authorizing Receiver to Sell Free and Clear of Liens the Real and Personal Property Located at 94 Taber Hill Road, Stowe, Vermont by Private Sale and for Related Orders ("Sale Motion") filed by Robb Evans & Associates LLC, the receiver ("Receiver") over all assets of Howard Awand and Linda Awand ("Receivership Defendants"), came on for hearing at the above-referenced date, time and place before the Honorable Kent J.

1 Dawson, United States District Judge presiding. Gary Owen Caris of McKenna Long & Aldridge
 2 LLP appeared on behalf of the Receiver; Roger W. Wenthe, Assistant United States Attorney,
 3 appeared on behalf of plaintiff United States of America, and no other appearances were made
 4 despite due and proper notice of the hearing. The Court having reviewed and considered the Sale
 5 Motion and all pleadings and papers filed in support thereof, and having reviewed and considered
 6 responses and opposition, if any, to the Sale Motion, and having heard the arguments of counsel,
 7 and good cause appearing therefor,

8 IT IS ORDERED that:

9 1. The Sale Motion and all relief sought therein is hereby granted; and

10 2. Without limiting the generality of the foregoing:

11 A. The Receiver is authorized to sell the real property located at 94 Taber Hill Road,
 12 Stowe, Vermont and legally described in Exhibit A hereto and the personal property located at
 13 that property ("Stowe Property") as provided in the Purchase and Sale Contract dated as of
 14 December 21, 2010, and all related agreements, amendments, addendums and disclosures
 15 executed or to be executed by the parties, including but not limited to the Lead Based Paint
 16 Addendum, Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards, and
 17 Property Inspection Contingency Addendum II (collectively the "Sale Contract") between the
 18 Receiver as Seller and Michael Loughran and Jill Loughran as Purchasers ("Purchasers") attached
 19 as Exhibit 2 to the Declaration of M. Val Miller ("Miller Declaration") filed in support of the Sale
 20 Motion pursuant to the terms, provisions and conditions of the Sale Contract for a purchase price
 21 of \$1,650,000;

22 B. The Receiver is authorized to sell the Stowe Property pursuant to the Sale Contract
 23 pursuant to modified sale procedures under 28 U.S.C. §§ 2001 and 2004 without further notice,
 24 hearing, opportunity for overbidding or order of the Court other than this Order and the sale of the
 25 Stowe Property pursuant to the Sale Motion is hereby confirmed without further notice, hearing
 26 or order;

27 C. The Receiver is authorized to execute all documents and instruments necessary or
 28 convenient to complete, implement, effectuate and close the sale of the Stowe Property under the

1 terms and conditions of the Sale Contract, including such additional documents, addenda and/or
2 modifications of the Sale Contract as the Receiver deems necessary or appropriate to complete
3 the sale so long as they do not materially vary the Sale Contract;

4 D. The Receiver is authorized to sell the Stowe Property free and clear of all liens,
5 claims and encumbrances, with such liens, claims and encumbrances to attach to the proceeds of
6 sale of the Stowe Property to the same extent and with the same validity, amount and priority as
7 they existed against the Stowe Property as of the closing except as follows:

8 (1) The Receiver is authorized to permit and/or cause to be paid from the
9 proceeds of sale all of the following at the closing:

10 (a) All ordinary and customary closing costs and expenses required to
11 be paid under the terms of the Sale Contract;

12 (b) All commissions provided for in the Sale Contract and in that
13 certain Exclusive Right to Market Property Agreement between the Receiver and Pall Spera
14 Company Realtors LLC dated December 9, 2010 attached as Exhibit 1 to the Miller Declaration
15 anticipated to be in the amount of \$82,500;

16 (c) All fees and expenses of the Receiver's real estate/closing attorney
17 Darby Stearns Thorndike Kolter & Ware, LLP ("Thornike Firm") incurred in connection with the
18 sale of the Stowe Property;

19 (d) The first priority liens of the Town of Stowe, Vermont for general
20 real estate taxes and electric utility service, in the estimated aggregate sum of approximately
21 \$54,000;

22 (e) The first priority mortgage deed in favor of Bank of America,
23 successor by merger or acquisition to Countrywide Bank, FSB, junior only to the liens for real
24 estate taxes and electric utility service, with an estimated outstanding principal balance due of
25 approximately \$500,000; and

26 (f) The sum of \$45,000 on account of the second priority mortgage
27 deed executed in favor of Stackpole & French Law Office ("Stackpole Firm"), former counsel for
28 Howard Awand and Linda Awand ("Awands"), which payment shall by agreement of

1 compromise with the Stackpole Firm be made in full satisfaction of all claims, demands, debts
 2 and obligations of the Awards owed to the Stackpole Firm, including without limitation those
 3 secured by said mortgage, and the Court hereby approves the foregoing payment as a fair and
 4 reasonable compromise and settlement of this disputed mortgage lien by the Receiver;

5 (2) After payment of the liens set forth in paragraph 2.D.(1) above, the
 6 remaining proceeds of sale shall be subject to a first priority lien and charge in favor of the
 7 receivership estate for the payment of all expenses of administration of the receivership estate,
 8 including but not limited to (a) all fees and expenses of preservation and administration of the
 9 receivership assets, including without limitation expenses for insurance and utilities; and (b) all
 10 fees and expenses of the Receiver, Receiver's members, Receiver's staff, and Receiver's counsel
 11 incurred in the administration of the estate, and the Receiver shall be authorized to use and
 12 expend the proceeds of sale of the Stowe Property to pay all such fees and expenses of
 13 administration from such sale proceeds without further order of the Court other than the fees and
 14 expenses of the Receiver, Receiver's members and Receiver's counsel which shall be paid only
 15 after a noticed motion by the Receiver seeking approval and authorization for payment thereof;

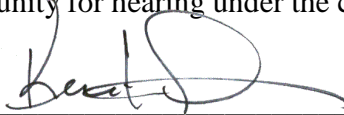
16 (3) The Receiver shall cause to be paid at closing to the State of Vermont
 17 Department of Taxes, in full satisfaction of the claims of the State of Vermont Department of
 18 Taxes against property of the receivership estate, an amount that is the greater of (i) the sum of
 19 \$150,000, and (ii) a sum representing 25% of the proceeds of sale remaining after payment and/or
 20 reserve for payment of the items described in paragraphs 2.D.(1) and 2.D.(2) above;

21 E. The Receiver shall hold in the receivership estate all remaining proceeds of sale in
 22 excess of the sums provided to be paid or used pursuant to paragraph 2.D.(1), 2.D.(2) and 2.D.(3)
 23 above ("Remaining Proceeds"), and all liens, claims and encumbrances against the Stowe
 24 Property other than as set forth in paragraph 2.D. above, including without limitation the liens of
 25 the United States pursuant to multiple tax assessments and multiple Notices of Lien for Fine
 26 and/or Restitution in connection with the judgment in favor of the United States issued herein and
 27 the recorded Notice of Indictment, and of the IRS based on a Notice of Federal Tax Lien, and the
 28 mechanic's, laborer's and/or materialmen's liens asserted by Chimney Works, Inc., Ultramar

1 Energy, Inc., and Bourne's Inc., shall attach to the Remaining Proceeds to the same extent and
2 with the same validity, amount and priority as they exist against the Stowe Property as of the
3 closing; and

4 F. Notice of the Sale Motion provided by the Receiver by service of the notice of
5 hearing on the Sale Motion on all known creditors of the estate and other interested parties is
6 approved as sufficient to provide notice and an opportunity for hearing under the circumstances.

7
8 Dated: 3/23/11


KENT J. DAWSON
United States District Judge

CERTIFICATE OF SERVICE

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 300 South Grand Avenue, 14th Floor, Los Angeles, CA 90071.

On March 22, 2011, I served the **[MODIFIED PROPOSED] ORDER AUTHORIZING RECEIVER TO SELL FREE AND CLEAR OF LIENS THE REAL AND PERSONAL PROPERTY LOCATED AT 94 TABER HILL ROAD, STOWE, VERMONT BY PRIVATE SALE AND FOR RELATED ORDERS** upon the parties and/or counsel listed and by the methods indicated on the attached Service List.

I declare upon the penalty of perjury that the foregoing is true and correct, and that I am employed in the office of a member of the bar of this Court at whose direction the service was made. Executed on March 22, 2011 at Los Angeles, California.

/s/ Pamela A. Coates
Pamela A. Coates

SERVICE LIST

The following CM/ECF participants were served by electronic means on March 22, 2011:

Adam H. Braun	adam@braunesquire.com
Harland W. Braun	harland@braunlaw.com, january@braunlaw.com
Gary Owen Caris	gcaris@mckennalong.com; pcoates@mckennalong.com
Nicholas D. Dickinson	nicholas.dickinson@usdoj.gov, melissa.taylor3@usdoj.gov, jackie.peltier@usdoj.gov
Lesley Anne Hawes	lhawes@mckennalong.com; pcoates@mckennalong.com
Randolph L. Howard	rhoward@klnevada.com, ckishi@klnevada.com, usdistrict@klnevada.com
Steven W. Myhre	steven.myhre@usdoj.gov, jean.j.umland@usdoj.gov
Kathryn C. Newman	kathryn.newman@usdoj.gov, william.foley@usdoj.gov, jackie.peltier@usdoj.gov, elaine.wollery@usdoj.gov
James A. Oronoz	jimoronoz@gmail.com, aliciaaronoz@gmail.com
Paul S. Padda	paul.padda@usdoj.gov, eunice.jones@usdoj.gov, judith.richardson@usdoj.gov, doriayn.olivarra@usdoj.gov, mary.booker@usdoj.gov
Roger W. Wenthe	roger.wenthe@usdoj.gov, mary.booker@usdoj.gov

The following non-CM/ECF participants were served by first-class mail, postage prepaid on March 22, 2011:

Bank of America	Internal Revenue Service
c/o Alliance One	Centralized Insolvency Operations
POB 3101	PO Box 7346
Southeastern, PA 19398-3101	Philadelphia, PA 19101-7346
Bank of America	Bank of America
POB 15710	c/o First National Collection Bureau
Wilmington, DE 19886-5710	610 Waltham Way
	Sparks, NV 89434-6695

1	CA Board of Equalization	Bournes Inc
2	450 N Street , MIC 55	POB 547
3	Sacramento, CA 95814	Morrisville, VT 05661-0547
4	California Franchise Tax Board	California Employment Development
5	Special Procedures-BE Bankruptcy	Department
6	MSA-345	Bankruptcy Group
7	P. O. Box 2952	PO Box 826880
8	Sacramento, CA 95812-2952	Sacramento, CA 94280-0001
9	Chimney Works, Inc.	California Secretary of State
10	POB 33	Business Entities
11	Plainfield, VT 05667-0033	1500 11th Street
12		Sacramento, CA 95814
13	Countrywide Home Loans	Countrywide Home Loans, Inc.
14	POB 660625	Bankruptcy Department
15	Dallas, TX 75266-0625	7105 Corporate Drive
16		Mail Stop PTX-C-35
17	Countrywide Home Loans, Inc.	Plano, TX 75024-4100
18	McCalla, Raymer, et al.	Franchise Tax Board
19	Bankruptcy Department	P.O. Box 2952
20	1544 Old Alabama Road	Sacramento, CA 95812-2952
21	Roswell, GA 30076-2102	
22	Indiana Department of Revenue	State of California
23	Bankruptcy Section, Room N-240	Franchise Tax Board
24	100 North Senate Avenue	POB 1237
25	Indianapolis, IN 46204-2273	Rancho Cordova, CA 95741-1237
26	Internal Revenue Service	Vermont Department of Taxes
27	300 N Los Angeles Street	133 State Street
28	Mail Stop 5117	P.O. Box 429
	Los Angeles, CA 90012	Montpelier, VT 05601-0429
	Pat Householder, Controller	William S. Baker, Esq.
	Stowe Electric Department	P.O. Box 429
	P.O. Box 190	133 State Street
	Stowe, VT 05672	Montpelier, VT 05601
	Ed French, Esq.	Ultramar Energy, Inc.
	Stackpole & French	512 Brooklyn St
	POB 819	Morrisville, VT 05661-8512
	255 Maple St	
	Stowe, VT 05672-4399	

1 Vermont Dept. of Taxes
2 P.O. Box 429
3 Montpelier, VT 05601-0429

Stowe Electric Department
P.O. Box 190
Stowe, VT 05672

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5 The following non-CM/ECF participant was served by first-class mail, postage prepaid,
6 and electronic mail, on March 22, 2011:

7 Will Baker
8 Assistant Attorney General
9 109 State Street
10 Montpelier, VT 05609-1001
11 E-mail: will.baker@state.vt.us
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